State of Michigan Department of Human Services Office of Contracts and Purchasing (OCP) PO Box 30037, Lansing, MI 48909

235 S. Grand Avenue, Suite 1201, Lansing, MI 48933

AGREEMENT NO: RFCST Between THE STATE OF MICHIGAN DEPARTMENT OF HUMAN SERVICES And

PRIMARY CONTACT

EMAIL

CONTRACTOR

CONTRACTOR ADDRE			•	TELEPHONE				
STATE CONTACT	NAME			TELEPHONE	EMAIL			
Contract Administrator	Am	Amanda Doane			DoaneA@michigan.gov			
OCP Analyst	Me	Melanie Sanford			SanfordM2@michigan.gov			
AGREEMENT SUMMARY								
SERVICE DESCRIPTIO	N Residential Foster Care Short Term Assessment							
GEOGRAPHIC AREA								
INITIAL TERM	ı	EFFECTIVE DATE*		PIRATION DATE	AVAILABLE OPTION YEARS			
MISCELLANEOUS INFORMATION								
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION \$								
CONTRACT TYPE Per Diem								
*The effective date of the Contract shall be the date listed in the "Effective Date" box above, or the date of Department of Human Services (DHS) signature below, whichever is later. The undersigned have the lawful authority to bind the Contractor and DHS to the terms set forth in this Agreement. Section 291 of the fiscal year 2013 Omnibus Budget, PA 200 of 2012, requires verification that all new employees of the Contractor and all new employees of any approved subcontractor, working under this Agreement, are legally present to work in the United States. The Contractor shall perform this verification using the E-verify system (http://www.uscis.gov/portal/site/uscis). The Contractor's signature on this Agreement is the Contractor's certification that verification has and will be performed. The Contractor's signature also certifies that the Contractor is not an Iran linked business as defined in MCL 129.312.								
FOR THE CONTRACTOR:				FOR THE STATE:				
XXX				DEPARTMENT OF HUMAN SERVICES				
Contractor								
Signature of Director or Authorized Designee				Signature of Director or Authorized Designee				
				Duane Berger				
Print Name				Print Name				
Date			•	Date				

This Agreement will be in effective from the date of DHS signature through xxx. No services will be provided and no costs to the state will be incurred before xxx, or the effective date of the Agreement, whichever is later. Throughout this Agreement, the date of DHS signature or xxx, whichever is later, shall be referred to as the begin date.

I. CONTRACTOR RESPONSIBILITIES

A. Obligations

The Contractor shall comply with all of its obligations pursuant to this Agreement. Failure by the Contractor to cure a breach, if requested in writing by DHS, will be considered a breach of this Agreement, and DHS may terminate this Contract pursuant to the provisions of Section III (Q)(3) of this Agreement.

If the Contractor fails to comply with obligations set forth in this Agreement, and within the mutually established period of time, DHS may, at its discretion, invoke sanctions on the Contractor which may include actions to collect disallowed costs and cancellation or termination of the Agreement under the provisions of Section III (Q) of this Agreement.

B. Email Address

The Contractor authorizes DHS to use the contact information below to send Agreement related communications. The Contractor shall provide DHS with updated contact information if it changes. The Contractor confirms that this person is either authorized to sign Agreements or is recognized by this organization to assume this responsibility.

Contact email address: xxx

C. Requests for Information

The Contractor may be required to meet and communicate with DHS representatives and from time to time DHS may require that the Contractor create reports or fulfill requests for information as necessary to fulfill the DHS' obligations under statute and/or Modified Settlement Agreement.

D. <u>License Requirements and Provider Numbers</u>

The DHS Bureau of Children and Adult Licensing (BCAL) is the licensing agency for Child Caring Institutions. A license is issued to a certain person or organization at a specific location, is non-transferable, and remains the property of the Department. Therefore, an institution must be established at a specific location.

The Contractor shall ensure that, for the duration of this agreement, it shall maintain a license for those program areas and services that are provided for in this Agreement. If the Contractor fails to comply with this section, DHS may terminate this Agreement for default.

The Contractor is licensed to provide service under this agreement under the following license number: xxx

MiSACWIS Provider Number: xxx

Bridges Provider Number: xxx

E. Geographic Area to be Served

The Contractor shall provide all services described herein in the following geographic area:

F. Location of Facility

The Contractor shall provide services described herein in the facilities located at:

XXX





G. Child Eligibility Criteria

1. Eligible children

Services provided by the Contractor under this Agreement are limited to those children and families for whom DHS can legally provide care and services and for whom DHS makes a State payment.

County child-care funded children referred to DHS for care and supervision by probate court but for whom DHS may have no legal responsibility to make a payment are also eligible children.

2. Method for Determination of Eligibility

DHS shall determine the children and families' eligibility and document this in the Michigan Statewide Automated Child Welfare Information System (MiSACWIS).

3. Number of Clients to be Served

At no time shall the number of children in care exceed the licensed capacity of the facility specified in the Contractor's license listed in Article 1, Section

D. On no day during this Agreement period, shall there be more than xxx children in placement for whom DHS has the responsibility to make a State payment. DHS does not guarantee any minimum number of referrals or children in care at any point in time.

4. Admission Criteria

The assessment program is available to children ages 6 through 17 whom either:

- a. Have significant behavioral challenges or other complex factors requiring a comprehensive assessment to either reunify or select an out-of-home placement, or
- b. Have repeated placement instability or placement moves and a more thorough assessment is needed to either reunify or make a stable next placement.

The criteria for admission shall be outlined in the admission grid located on the Juvenile Justice Online Technology (JJOLT) system. The admission grid shall identify the behaviors and characteristics of children for whom the Contractor may provide services. It is understood by both parties to this Agreement that behaviors of one child or some children in a program can affect the Contractor's ability to serve children who are referred subsequently. It is also understood by both parties to this Agreement that combinations of behaviors may influence intake decision making.

H. Program Statement and Focus

The focus of the assessment program is to:

- 1. Provide a safe residential environment in which children who have been removed from their home can be evaluated for services.
- Provide an evaluation of the appropriate placement for a child to ensure that appropriate information is obtained in order to facilitate service planning and placement stability.

The Contractor shall provide DHS with copies of its program statement for the program covered under this Agreement. The program statement shall comply with the requirements of DHS BCAL standards specific to the license listed in Section I (D) and with all federal laws related to the mixing if abuse/neglect and juvenile justice programs. The Contractor shall inform DHS of any changes made to the program statement at any point during the term of this Agreement and provide copies of the new statement to DHS.

Credentials

The Contractor shall assure that all staff performing functions under this Agreement, including contractor employees, volunteers and/or subcontractors, are appropriately screened, credentialed, and trained. Additional staff requirements are identified in Section I (K)(7) of this Agreement.

J. Compliance with DHS Modified Settlement Agreement and Consent Order

The Contractor shall ensure compliance with the applicable requirements of the following sections of the Dwayne B. v. Rick Snyder Modified Settlement Agreement and Consent Order hereinafter referred to as the MSA:

- 1. Section III Outcomes, Sections C.2 Safety, D.1.a-d, D.2, D.3, D.4 Permanency.
- 2. Section VII. A. Assessments and Service Plans, B. Supervisory Oversight of Assessments, C. Provision of Services, D. Family Engagement Model.
- 3. Section VIII. A. Access to Services, B.2.e and f., B.3.b, B.5.b Provision of Health Services.
- 4. Section X. Placement Standards and Limitations, Sections A, B.4., B.5., B.6., B.7. Limitations.
- 5. Section XI. Limitations on Use of Psychotropic Medications, Corporal Punishment, and Seclusion/Isolation.
- 6. Section XII. DHS Supervision of Contract Agencies.

K. Deliverables

1. Overview

The Contractor shall comply with all applicable DHS policy Children's Foster Care Manual (FOM) and DHS policy amendments (including interim policy bulletins) and all applicable provisions in the consent decree entered in Dwayne B. v. Snyder, et al., 2:06-cv-13548.

The Contractor shall comply with all applicable DHS policy and DHS policy amendments. DHS policy and policy amendments are located at: http://www.mfia.state.mi.us/olmweb/ex/html

Throughout the term of this Agreement, the Contractor shall ensure that it provides all applicable DHS policy and DHS policy amendments (including interim policy bulletins) to social service staff. The Contractor shall ensure that social service staff complies with all applicable requirements.

The Contractor shall provide services within the framework of Michigan's Child Welfare Practice Model, MiTEAM. The Contractor shall utilize the skills of engagement, assessment, teaming and mentoring in partnering and building trust based relationships with families and children by exhibiting empathy, professionalism, genuineness and respect. Treatment planning shall be from the perspective of family/child centered practice. More information about MiTEAM can be found at:

http://www.michiganchildwelfaretraining.com/MiTEAM.aspx

Services provided under this Agreement shall be trauma informed and based on evidence and best practices to effect optimal outcomes. Services must be delivered according to each child's assessed needs with interventions aligned with the identified needs and desirable outcomes. Resources for evidence based interventions and practices can be found at:

- a. American Academy of Pediatrics; http://www2.aap.org/commpeds/dochs/mentalhealth/KeyResources.html
- SAMHSA's National Registry of Evidence-based Programs and Practices; www.nrepp.samhsa.gov
- c. California Evidence-Based Clearinghouse for Child Welfare; http://www.cebc4cw.org
- d. The National Child Traumatic Stress Network; www.NCTSN.org
- e. American Academy of Child and Adolescent Psychiatry (AACAP); www.aacap.org.

2. Residential Care

The Contractor shall ensure that each child in its care shall be provided with the elements of residential care outlined in the DHS BCAL standards specific to the license listed in Section I (D) of this Agreement.

3. Standardized Assessment Tools

The Contractor shall utilize the following assessment tools to assess the child's overall progress in functioning while in the residential program:

- a. Child Assessment of Needs and Strengths (CANS)
- b. Ansell Casey Life Skills Assessment or Daniel Memorial Assessment (For children 14 years of age and older)

The Contractor shall administer the assessment tools within 30 calendar days of admission and quarterly thereafter until planned discharge. An unplanned discharge is defined as an immediate (one calendar day or less) move from the Contractor's program as directed by the court or case manager. Children who are Absent Without Legal Permission (AWOLP) are also considered an unplanned discharge.

Throughout the term of this Agreement the Contractor shall maintain the capability to provide services 24 hours a day, 365 days a year as specified in the treatment plan for each child and his/her family accepted for care.

The range of services specified within each residential care program type establishes a range and number of services to be provided. Services provided to each child shall be individually determined based on the child's assessment, and shall be documented in the child's treatment plan.

4. Referral and Intake Process

a. Referral Packet

At the time of referral, the DHS caseworker or PAFC provider shall provide the contractor with a complete referral packet as outlined in Section II (B) of this Agreement.

b. Referral

- The Contractor shall accept and act on referrals from either a DHS case worker or a PAFC provider upon receipt of a complete referral packet. The referring DHS case worker or a PAFC provider shall not be required to complete application or other Contractor forms for inclusion in the agency case record or agency files or for any other purpose.
- 2) The DHS caseworker/PAFC provider responsible for placement shall be notified, within five working days of receipt of appropriate referral materials, of:
 - a) the decision to set up an initial interview (if needed),
 - b) reject or accept the child for placement, and if accepted,
 - c) the admission date or status on a waiting list.
- 3) If a child is rejected, the reasons for non-acceptance shall be given to the DHS caseworker/PAFC provider responsible for placement in writing within five working days of the date the child was rejected.

4) The Contractor shall not accept a child for placement prior to a fully executed Individual Service Agreement (DHS 3600) In event of an emergency placement, the DHS-3600 shall be fully executed no later than the first working day following placement.

c. Intake

- 1) The Contractor shall develop a preliminary service plan within seven calendar days of admission. The plan shall include:
 - a) A comprehensive assessment of the child's physical/mental health needs
 - b) An assessment of the child's immediate and specific needs.
 - The specific services to be provided by the contractor and other resources to meet the identified needs
 - d) Goals, outcomes, and timeframes for achievement
 - e) Reasons for continued care
 - f) Placement recommendation
 - g) Barriers to achievement of the recommended placement and plans to eliminate barriers.
- 2) The Contractor shall develop an assessment-based treatment plan within 30 calendar days of placement. The Contractor shall document the assessment-based treatment plan on the identified Children's Foster Care Residential Care Case Plans. The Contractor shall ensure that licensed clinical personnel (master's level social worker, master's level counselor, licensed psychiatrist, and/or psychologist) conduct a bio-psychosocial evaluation, or review a recent bio-psychosocial evaluation (within the past year) that includes:
 - a) A psychiatric history, as necessary
 - b) Social history
 - c) A mental status examination
 - d) A trauma assessment
 - e) Intelligence and projective tests, if necessary
 - f) A behavioral appraisal
 - g) Family, environmental, cultural, and religious or spiritual preferences
 - h) Educational and vocational goals and needs
 - i) Strengths, skills, and special interests
 - j) Behaviors that necessitated a more restrictive placement setting for the child
 - k) Reviewing previous psychotherapeutic and psychiatric assessments and treatment

5. Staffing

The Contractor shall provide trained staff sufficient to adequately fulfill the terms of this Agreement and shall demonstrate a good faith effort to recruit and employ staff that reflect the racial, ethnic and cultural composition of the Contractor's client population.

a. Child Care Services

Child care services are defined as those activities necessary to meet the daily physical, social and emotional needs of the child. The Contractor shall:

- 1) Assure the availability, within 10 minutes, of on-call Contractor support staff or contracted staff for emergency assistance at all times
- 2) Have available to all staff a written emergency plan for contacting police, fire, or emergency medical staff
- 3) Develop and implement standard operating procedures relative to emergency planning, to be shared with all staff and contain at a minimum the following:
 - a) Procedures that provide direction to staff encountering the following situations:
 - i) Bomb threat/device
 - ii) Chemical spill
 - iii) Fire
 - iv) Natural disaster (tornado, heavy snow, flood, etc.)
 - v) Loss of utilities (heat, electricity, water, or other power outages)
 - vi) Other disruptions (hostage situations, armed intruders, etc.)
 - b) A list of emergency telephone numbers (Police, Fire Department, Ambulance and Utilities)
 - c) Clear direction:
 - i) For emergency evacuation, including type of evacuation and exit route assignments.
 - ii) To employees who remain to operate critical plant operations before they evacuate.
 - iii) To employees performing rescue or medical duties.
 - iv) To ensure notification of administration.
 - v) To account for all children and staff.
 - vi) For contacting emergency services.
 - vii) To provide notification to DHS of the emergency no later than the next business day.

Directions must be placed in areas readily available to staff. The Contractor shall review and annually update (or more frequently as needed) the emergency plans and written directions.

b. Staff Education and Experience Qualifications:

- 1) All program staff shall possess the following minimum qualifications:
 - a) A non-judgmental, positive attitude toward children with mental health and behavioral problems
 - b) Training, education and experience in the area of human services
 - c) Experience working with at risk children and families
 - d) Cultural and ethnic sensitivity, as well as diversity competency
 - e) Knowledge of and skills in the area of mental health, substance abuse, child sexual behavior and child development
 - f) Ability to engage with, and relate to, children with multiple problems
 - g) Skills in crisis intervention, assessment of potentially violent situations and short-term goal setting
- 2) Therapy services shall be provided by one of the following:
 - a) Licensed Masters Level Social Worker
 - b) Licensed Masters Level Counselor
 - c) Limited License Masters Level Psychologist
 - d) Licensed Psychologist, PhD
 - e) Limited License Master's level counselor or Limited License Masters level Social Worker under the supervision of a Licensed Counselor or a Licensed Masters level Social Worker
 - f) Individuals with a Master's Degree in psychology, counseling, or social work under the supervision of a Licensed Counselor, Licensed Masters level Social Worker or Licensed Psychologist, Ph.D.

If therapy services are subcontracted, the Contract must ensure the subcontracted provider has the appropriate credentials outlined in this Agreement.

c. Staff Training Requirements

- 1) The Contractor shall provide 50 hours of training during a new hire's first year of employment. The Contractor shall provide a minimum of 40 hours within the first 30 calendar days of employment. Sixteen of the 40 hours of training shall occur prior to direct care staff having unsupervised contact with children. The remaining 10 hours shall be completed prior to the end of the first year of employment.
 - a) Orientation shall include topics identified in the Licensing Rules for Child Caring Institutions R400.4128, as well as the Child Protection Law, mandated reporting requirements, family/child engagement, interpersonal communication, appropriate discipline, crisis intervention, child handling and de-escalation techniques and basic group dynamics.
- 2) A minimum of 25 hours per year of staff training shall be provided to existing direct care staff.

- 3) Annual training topics shall be selected from but not limited to the areas identified in R400.4128 and the following:
 - a) Working as part of a team
 - b) Relationship building
 - c) Family/child engagement
 - d) Understanding and analyzing problem behaviors
 - e) Positive behavior support
 - f) Setting clear limits
 - g) Interpersonal communication
 - h) Appropriate discipline, crisis intervention, child handling and deescalation techniques
 - The significance of the birth family, value of visitation, importance of attachment and strengthening family relationships, impact of separation, grief and loss issues for children in foster care, and children's need for permanency
 - j) Understanding and recognizing the emotional and behavioral issues and/or physical needs of abused/neglected children
 - k) Medication management: Administration, monitoring, recording, secure storage, medication side effects and procedure for reporting side effects, medication reviews and process for obtaining informed consents for medication changes
 - I) Cultural competency
 - m) Effects of trauma
 - n) Suicide prevention and/or intervention
 - o) Child development
 - p) Trauma informed practices
 - g) Strength-based interventions and interactions
 - r) Defusing threatening behaviors
 - s) Solution focused assessment and case planning
- 4) All program staff will be trained to serve as a role model for the following: appropriate social skills, prioritizing needs, negotiation skills, accessing local resources, hygiene and grooming preparation, food preparation and anger management.
- 5) All program staff shall be provided with annual trauma-focused program training to maintain a trauma-informed milieu and treatment environment. Trauma-focused programming must be based on an evidence-based treatment model.

d. Staffing Ratio

The Contractor shall:

- 1) Provide a minimum of one on-duty direct child care staff for every six children aged six to seventeen during waking hours
- 2) Maintain a minimum of one on-duty direct child care staff for every six children during sleeping hours. All of these staff shall be awake during

this period. Room checks must be conducted at intervals of no less than every 30 minutes during sleeping hours

6. Reporting

The Contractor shall develop and submit to the DHS caseworker/PAFC provider responsible for placement: all service plans, case summaries, incident reports, arrests, death notifications and other reports as required in the Children's Foster Care Manual (FOM) and the DHS BCAL standards specific to the Contractor's license specified in Section I(D) of this Agreement. Service Plans shall be completed on the age appropriate Children's Foster Care Residential Initial Service Plan, (DHS 365) and the Children's Foster Care Residential Updated Service Plan (DHS-366). The Foster Care/Juvenile Justice Action Summary (DHS 69) shall be utilized as identified in the FOM.

The Contractor shall submit a photo of the child to the DHS caseworker/PAFC provider responsible for placement taken at the time of placement. A copy of the photo shall be maintained in the child's file. The Contractor shall submit a new updated photo to the DHS caseworker/PAFC provider responsible for placement at least annually in an electronic format or a format which is suitable for scanning into an electronic file.

7. Restraint and Seclusion

The Contractor shall not use Positive Peer Culture, peer-on-peer restraint or any forms of corporal punishment.

The Contractor shall report the use of seclusion/isolation and restraint to the DHS Division of Continuous Quality Improvement (DCQI) within 24 hours (or the next business day) of the use of seclusion/isolation or restraint. The Contractor will utilize the Corporal Punishment, Seclusion, or Restraint Notification Form for such reporting in the tracking system identified by DHS.

8. <u>Transition and Discharge Planning</u>

The Contractor shall develop a transition/discharge plan in collaboration with the child, parent or guardian, agency with placement responsibility, foster parents, relative caregiver and Lawyer Guardian ad Litem (LGAL) during the initial family team meeting to be held, within 14 calendar days of admission. Transition and Discharge planning shall begin at the time of admission. The child's transition/discharge plan shall include:

- a. A projected date for discharge
- b. The level of care projected to be needed at discharge
- c. Transfer of information (e.g. medical records, mental health records, etc.)

d. A graduated visitation schedule, to prepare the family/caregiver(s) for a well-supported discharge placement

The Contractor shall ensure the child's transition/discharge plan is reviewed and updated during monthly team meetings.

9. Family Team Meetings

Family Team Meetings are an essential component of MiTEAM and serves as the primary forum for collaborative case planning for a child. The overall goals of the family team meetings are to ensure the child receives an appropriate array and quantity of services necessary to stabilize him/her clinically and behaviorally and to prepare him/her to succeed in less restrictive community based settings after discharge.

Upon admission, the Contractor shall coordinate with the DHS caseworker/PAFC provider responsible for placement, the family and the child to identify members of the child's team. The Contractor shall commence the first team meeting within 14 calendar days from the child's admission and every 30 days thereafter.

The Contractor shall include the child (if developmentally appropriate), parent(s), caregiver(s), assigned DHS caseworker/PAFC provider responsible for placement treatment team and any other person deemed necessary for the child's treatment and transition planning.

The Contractor shall work with the child/treatment team to assist the child in developing ties to his/her community and other non-family resources. These ties provide assistance and connections with caregivers to help meet the child's relationship needs.

The Contractor shall make continuous efforts to effectively engage the parent(s)(including incarcerated parents), and extended family and the child's natural/informal supports in the teaming process; except when constrained by court order or therapeutically contraindicated.

The date and attendees and summary of the Family Team Meeting must be documented in the Social Work Contacts section of the Initial/Updated Service Plans and on Family Team Meeting Forms.

10. Legal or Court Related

The Contractor shall cooperate with the DHS caseworker/PAFC provider responsible for placement of the child in matters relating to any legal or court

activities concerning the child. These activities may include, but are not limited to:

- a. Transportation of the child to and from court hearings
- b. Supervision of the child during transport or while present at the hearing
- c. Court testimony, recommendations, and reports to the court as requested by the court

Safety of the child must always be a priority concern when considering the child's transportation needs. If determined that a child is presenting safety concerns and is unable to be safely transported to a court hearing, the Contractor shall immediately notify the child's LGAL and the DHS caseworker/PAFC provider responsible for the child's placement.

11. Absent Without Legal Permission

The Contractor shall have a clearly defined process for determining when a child is AWOLP from the placement. The process shall delineate how the facility and grounds are searched, what personnel will be involved in the search, and how the determination will be made that the child is AWOLP from the placement.

Once determined that a child is AWOLP from the placement, the Contractor shall:

- a. Immediately notify law enforcement agencies that the ward under their care has failed to return at the expected time
- b. Immediately file a missing person report with law enforcement
- c. Immediately notify the local office the DHS caseworker/PAFC provider responsible for place mentor designee of the child's AWOLP status

12. Independent Living Preparation

Independent living preparation is defined as a comprehensive and coordinated set of activities that will assist children aged 14 and older in preparing for a state of independence or providing care of oneself socially, economically, and psychologically.

The Contractor shall provide Independent Living activities for all children aged 14 and older which shall include, but are not limited to: budgeting and money management; employment seeking skills; communication skills; relationship building; establishing health and hygiene; household maintenance and upkeep; educational assistance; preventive health services; parenting skills and accessing community services.

The Contractor shall identify Independent Living activities in the child's DHS-365 and DHS-366 regularly, following the child's 14th birthday, according to

the FOM. For children with developmental disabilities, the contractor shall provide relevant adult self-care, daily living skills, community engagement and mobility skills within the aforementioned domains.

13. Individual or Group Therapy

The Contractor shall provide direct therapy services for each child individually and/or in group sessions within 24 hours of placement and at least weekly thereafter. Individual and/or group therapy shall be provided in accordance with the child's treatment needs as identified in the child's service plan.

The Contractor shall provide at least weekly family therapy in accordance with identified needs of the parent and child.

14. <u>Inclusion and Involvement of Parents, Other Family Members or Caregivers:</u>

Families (including incarcerated parents) and placement caregiver(s) shall be included as extensively as possible from the beginning of the admission process through discharge, transition and aftercare. Families and caregiver(s) shall be supported and involved in all aspects of the child's treatment and discharge planning. Family and caregiver(s) involvement shall remain the center of the child's programming. All services shall be provided in a manner that ensures children, families and placement caregiver(s) receive comprehensive, culturally competent interventions.

The Contractor shall, in accordance with each child's individual treatment plan:

- a. Include the family (birth, relative, identified adult support or permanent caregiver) in the development of the DHS-365 and specifically document the family's involvement in the service plan and permanency goal
- b. Provide routine transportation and flexible hours to meet the family's time schedule to facilitate the family's accomplishment of the treatment goals. Routine transportation is defined as any travel, including travel for family visitation, required by the child or family for treatment purposes which occurs in the Contractor's geographic area to be served, that may not reasonably be provided by the parents or other funding source. The Contractor shall coordinate/collaborate with the DHS caseworker/PAFC provider responsible for placement to resolve transportation barriers
- c. Describe the agency's plan to reduce the barrier of distance of a family to the agency to ensure ongoing family contact as outlined in the FOM.
- d. Provide an identifiable area for family visits which offer privacy and comfort.
- e. In collaboration with the agency responsible for placement, allow for regular sibling visitation and other required sibling interaction as outlined in FOM 722-6 and provide supported intervention, based on the child's treatment needs, to encourage and strengthen sibling relationships

- f. Include a specific plan to address the family's needs, to assist the family in meeting the needs of the child in placement, and to attain the family goals, as well as delineation of roles of the Contractor, assigned case manager(s), and family to accomplish these goals. The Contractor shall coordinate with the DHS caseworker/PAFC provider responsible for placement to identify, recruit and prepare any identified family for eventual placement or involvement with the child
- g. Not withhold family contact (in any form) as a method of discipline
- h. Make active efforts to ensure the child is present for identified special recruitment activities if the child is available for adoption without an identified adoptive family. If there are safety concerns or other identified treatment concerns, the Contractor shall consult with the assigned DHS caseworker/PAFC provider responsible for placement.

15. Religion and Cultural

The Contractor shall respect the religious preference of the child and his/her parent(s) or legal guardian.

The Contractor shall ensure each child is afforded opportunities to attend religious services or activities in his/her religious faith of choice. The Contractor shall arrange for or ensure reasonable means are provided for transportation of a child to services or activities on or off site. Safety of the child must always be a priority concern when transporting and supervising children.

The Contractor shall not require or coerce a child to participate in religious services or activities, shall not discipline, discriminate against, or deny privileges to any child who chooses not to participate. The Contractor shall recognize and take into consideration the racial, cultural, ethnic and religious backgrounds of a child when planning various activities or religious activities.

16. Education

The Contractor shall ensure every child is provided with appropriate educational services. Those services shall be provided in accordance with the requirements set forth in the FOM, and DHS BCAL standards for the license specified in Section I (D) of this Agreement, and as detailed in Section VII, Assessment, Case Planning and Provision of Services, and Section VIII. Services and Placement Resources, Development and Utilization of the MSA.

In addition, the Contractor shall:

 a. Collaborate with the child's identified school to screen for possible educational disabilities; and if a disability is suspected, refer the child for an Individual Education Program Team (IEPT) evaluation within the first 7

- calendar days of placement to assess, plan and place the child in the most appropriate educational/vocational program.
- b. Request prior educational assessments within 7 calendar days of placement to assist in assessing the current educational needs. Documentation of diligence in requesting records must be included in the child's file.
- c. Initiate an exit review of the educational plan at least 30 calendar days prior to discharge and forward to the assigned DHS caseworker/PAFC provider responsible for placement for children with identified disabilities.
- d. Assure that program staff are available to the school staff in crisis situations to assist in managing the crisis or to call for assistance.
- e. Notify the school administration where the child is enrolled, in writing, of the name of the person who is supervising the child's foster care case and who is responsible for attending IEPT meetings. Documentation of the notification is to be contained in the Education section of the child's foster care case record.
- f. Provide or arrange structured educational and/or vocational activities for children suspended from or expelled from school, or who have passed their General Education Development (GED) test, (i.e., structured homework time, additional reading or writing activities, independent study assignments and independent living skills).
- g. Take an active role in monitoring and maintaining school progress for children whether or not they attend a structured school program. This includes maintaining at least monthly contact with the school to monitor the child's progress. Interventions may include, but are not limited to, obtaining school assignments, monitoring completion of homework and additional tutoring.
- h. Provide tutorial services to a child, as necessary, based on the child's Individualized Education Plan (IEP) or treatment plan. Tutorial staff must have appropriate educational credentials to provide tutorial services. Appropriate educational credentials are determined by the Contractors Educational Planner.
- i. Provide advocacy and service planning for children that are expelled.
- j. Be in compliance with Michigan's Department of Education rules and requirements if they operates a school on their grounds
- k. Provide transportation to and from the child's identified school if public school transportation is not available.

17. Medical and Dental Care

The Contractor shall assure that children receive routine and non-routine medical and dental care as required in the FOM and the DHS BCAL standards for the license specified in Section I(D) of this Agreement and as detailed in Section VII., Services and Placement Resources Development and Utilization of the MSA. The Contractor shall provide all medical and dental

information to the assigned DHS caseworker/PAFC provider responsible for placement to facilitate maintenance of the Medical Passport (DHS-221). In addition, the Contractor shall assure that specific health care is provided, including:

- a. Rehabilitative, physical or dental procedures by medical personnel as necessary.
- b. Utilization of enrolled Medicaid providers or a board certified physician or dentist volunteering his/her time for health procedures.
- c. Provision of medication as prescribed by a treating physician. Agency must have a Standard Operating Procedure for dispensing and storage of medication.
- d. Special diets provided as needed and regularly reassessed utilizing appropriate specialized personnel.
- e. Forwarding the above BCAL required medical and dental examination reports to the DHS caseworker/PAFC provider within five working days of completion.

18. Wardrobe

The Contractor shall assure that children have an adequate wardrobe as defined by and documented on the Clothing Inventory Checklist (DHS-3377) while in placement and upon leaving placement. When the child is absent or at the conclusion of the placement, the Contractor shall have a process in place to keep the child's wardrobe and possessions safe until claimed by the child or DHS. If the possessions are not claimed within 90 calendar days, the Contractor may dispose of the items at its discretion.

19. Recreation Activities

The Contractor shall provide daily access to appropriate recreation activities as defined by DHS BCAL standards for the license specified in Section I (D) of this Agreement.

20. <u>Psychological and Psychiatric Services</u>

The Contractor shall provide the following in accordance with the treatment plan for children. The costs of these elements may be billed to the child's medical insurance provider if the service is covered. If not, the costs are to be covered by the per diem reimbursement rate:

a. Psychological Services

Psychological services are defined as various professional activities or methods provided by a licensed Masters Social Worker, licensed Professional Counselor, licensed psychologist or a limited licensed psychologist. This includes individual or group therapy with children,

consultation with program staff, administering and interpreting psychological tests and working with families.

- The Contractor shall provide psychological services to an individual child on an as needed basis, per the child's DHS-365 or DHS-366. The Contractor shall engage the parent(s), medical and educational staff and any other relevant individuals involved in the child's treatment in the initial and ongoing evaluation process.
- 2) The Contractor shall provide psychological testing as necessary for assessment and treatment planning within 30 calendar days of placement for assessment and treatment planning. The Contractor shall provide the assigned DHS caseworker /PAFC provider responsible for placement a written report within 14 business days of completed testing.
- 3) The Contractor shall provide psychological consultation to program staff as necessary to assist staff in understanding the child's background or needs, test results, implications for treatment and interventions most appropriate for the child.

b. Psychiatric Services

Psychiatric services are defined as various professional activities or methods, performed by a Licensed physician with expertise in mental/behavioral health care as evidenced by:

- Certification in Child and Adolescent Psychiatry by the American Board of Psychiatry and Neurology (ABPN), or
- Certification in General Psychiatry by the ABPN and clinical experience with children and adolescents.

Services may include diagnostic assessment, individual psychotherapy with evaluation and management, medication review with minimal psychotherapy, individual or group therapy with the child(ren), and consultation with agency staff. Telepsychiatry may be used when a local psychiatrist is not available.

- 3) The Contractor shall provide psychiatric services to an individual child, on an as needed basis, according to the child's DHS-365 or DHS-366. The Contractor shall engage the parent(s), medical and educational staff and any other relevant individuals involved in the child's treatment in the initial and ongoing evaluation process.
- 4) The Contractor shall provide psychiatric consultation or supervision of Contractor staff as necessary to assist staff in understanding the results of the psychiatric evaluation(s), implications for the child's treatment and identification of treatment interventions most appropriate for the child.
- 5) Psychotropic Medication must be prescribed or adjusted by a child/adolescent psychiatrist or a psychiatrist with experience working with children and adolescent youth or the child's primary care physician if a psychiatrist is not available via telepsychiatry. For temporary wards, the child's parents must be engaged in the consultation either in person

- or by phone conference. Appropriate consent must be obtained for administration to a child of each psychotropic medication. The Contractor shall follow FOM 802-1, Psychotropic Medication in Foster Care.
- 6) Within 30 calendar days of the child's placement, the psychiatrist must assess the child and coordinate with the licensed clinical personnel completing the psychosocial assessment. The psychiatrist shall review the child's medication history, current needs and prescriptions. This includes adjustment of medications and dosage as necessary. After the first 30 calendar days of a child's placement, the psychiatrist shall review the child's current medical and psychiatric needs and prescription or adjustment of medications and dosage as necessary.

21. <u>Transitional Service Following Discharge</u>

a. Planned Discharge

The Contractor shall provide the following transitional services to children discharged from the program in a planned discharge:

- Submit a discharge service plan to the DHS caseworker/PAFC provider responsible for placement utilizing the DHS-69, which complies with the requirements of the DHS BCAL standards specific to the Contractor's license specified in Section I (D) and also contains a summary of services provided during care.
- 2) Provision for follow-up services by maintaining transitional psychosocial services until the child is scheduled to attend an initial appointment with Community Mental Health or other community based psychosocial service provider. Document services needed to continue to meet the child's needs and identify providers for such services in order to provide continuity of services.
- 3) A statement for each child receiving psychotropic medication, including the name of the child's next treating psychiatrist/primary care physician, date of last medication review, date of last signed informed consent, date of medication review following discharge (within five days of discharge), and date the psychiatric information was provided to the next psychiatrist/primary care physician.
- 4) Provide medical information, including a medication regime, a complete Prescription Information form (DHS-2840) signed by the Contractor's medical staff or clinical supervisor, and at least a 14-day supply of medication to the responsible party at the time of discharge.

b. Unplanned Discharge

An unplanned discharge shall be defined as one of the following:

 When the Contractor requests removal of the child from placement prior to the child successfully achieving the treatment goals. The Contractor shall continue services to the child for a period of up to 15 calendar days following written notification to the referring DHS

- caseworker/PAFC provider responsible for placement of the decision to discharge the child from placement.
- An immediate (within one day) move of the child from the Contractor's program to another program/facility as directed by the court or DHS caseworker/PAFC provider responsible for placement.

In the event of an unplanned discharge, the Contractor and DHS caseworker /PAFC provider responsible for placement shall identify the specific treatment needs of the child and possible alternative placements. The Contractor may request the DHS caseworker/PAFC provider responsible for placement to remove a child from the Contractor's program in less than 15 days if the following conditions are met:

a) The behaviors or their intensity that endanger the child or others were not made known to the Contractor before admission,

And

 The behavior considered dangerous to self or others is significantly deviant from what the Contractor has specified as acceptable in the Admission Grid within JJOLT,

And

- The child makes actual physical attacks upon other persons and requires frequent restraint to prevent harm to self or others,
 Or
- d) The child makes an overt suicide attempt and hospitalization is necessary.

In such cases, the DHS caseworker/PAFC provider shall respond promptly to the request for new placement to ensure the health and safety of the child and the well-being of other children in the program. If the child poses a threat to self or others, the Contractor may be approved to provide 1:1 staffing ratio. The approval for 1:1 staffing must be requested in writing from the DHS BCAL by email or fax. The 1:1 staffing will be approved while the conditions a) and b) above continue to exist.

22. Expected Performance Outcomes

During the contract period, the Contractor shall work toward the achievement of the outcome measures listed below. If, based on an evaluation of submitted data, there is a gap between the performance of a Contractor and the performance objective, the Contractor shall within 90 days of receiving the data from DHS develop a plan to eliminate the performance gap.

a. Ninety nine point six eight percent of all children supervised by the Contractor will not be victims of substantiated maltreatment by facility staff.

- b. Seventy five percent of the children, based upon the CANS and other assessment tools, will be transitioned into an appropriate placement within 60 days of placement.
- c. One hundred percent of the children, based upon the CANS and other assessment tools, will be transitioned into an appropriate placement within 90 days of placement.
- d. No more than five percent of children discharged from the Contractor's program, will be discharged due to AWOLP status.
- e. One hundred percent of the children will have a family visit within seven calendar days of placement and weekly thereafter unless any of the following exceptions are documented:
 - i. The court orders less frequent visits.
 - ii. The parents are not attending the visits despite the worker taking adequate steps to ensure the parent's ability to visit.
 - iii. One or both parents cannot attend the visits due to compelling circumstances such as hospitalization or incarceration.
 - iv. The child is above the age of 16 and refuses such visits take place.
- f. Ninety percent of the children discharged from the program will have participated in a graduated visitation schedule as outline in his/her transition plan
- g. Ninety percent of families will be actively involved in the planning for the child unless any of the following exceptions are documented:
 - The court orders no contact with the child.
 - ii. The parents are not cooperating despite the worker taking adequate steps to engage the parents in the process.
 - iii. One or both parents cannot participate due to compelling circumstances such as hospitalization or incarceration.
- h. Eighty percent of the children with a planned discharged shall remain in the initial placement for at least 90 days following placement.
- I. Seventy percent of the children with a planned discharge shall remain in the initial placement for at least 180 days following placement.

L. Billing Method

The Per Diem Billing Method shall be used in claiming reimbursement under this Agreement. The Contractor shall be reimbursed for care on a per diem basis for each child based upon the child's residential care program type pursuant to the rate schedule in Section II(D) of this Agreement.

M. Billing Procedure

Unit Definition: One unit equals the initial calendar day of placement of a referred child or any 24-hour period thereafter where a child is receiving basic supervision

and care, and any services as defined by this Agreement. The last day of a child's placement shall not be counted as a unit.

The Contractor shall submit through the MiSACWIS system the bi-weekly roster for any youth in the Contractors care per the instructions within the MiSACWIS system. The billing shall indicate the units of service provided by the Contractor and shall be submitted to DHS within 30 days from the end of the billing period.

N. Private Agency MiSACWIS

O. Financial Audit Requirements

- The Contractor shall have an annual financial audit conducted by an independent certified public accountant. Audits must be conducted in compliance with Generally Accepted Accounting Principles (GAAP) and all federal audit requirements.
- 2. The Contractor shall submit to DHS Office of Contracts and Purchasing, no later than the fifteenth day of the ninth month following the end of the Contractor's fiscal year, copies of:
 - a. Audited financial statements.
 - b. The Independent Auditor's Report to the Contractor.
 - c. A Supplemental Schedule of Expenditures (SSE) completed in accordance with the SSE instructions. The SSE shall identify actual costs incurred for services performed under this Agreement for the period covered in the annual financial audit. Failure to submit the SSE with the annual financial audit may result in delay in payment or non-payment by DHS for administrative costs incurred or services rendered by the Contractor. Instructions for the SSE can be found at http://www.michigan.gov/documents/dhs/DHS-0573_351803_7.pdf

Reports shall be submitted electronically to DHS-OCP@michigan.gov.

3. If an OMB-A133 Audit is required because of other Federal funding sources, the Contractor is required to provide the Audit report and all opinions and management letters to DHS-OCP@michigan.gov. The Audit must be submitted no later than the fifteenth day of the ninth month following the end of the Contractor's fiscal year.

P. Cost Reporting

The Contractor shall submit annual financial cost reports based on the state's fiscal year which begins October 1 and ends September 30 in the following calendar year. The reports shall contain the actual costs incurred by providers in delivering services required in this agreement to DHS clients for the reporting period. Costs for non-DHS children are not to be included. Reports will be submitted using a template provided by DHS. The financial reports shall be submitted annually, and will be due November 30 of each fiscal year. The Contractor must comply with all other program and fiscal reporting procedures as are or may hereinafter be established by DHS.

Contractors with a newly-established per diem rate shall submit a 12-month report using the DHS-573, Foster Care Cost Documentation, reporting actual costs in the same format as the projected costs. This report will be used to validate the newly-established per diem rate. If the actual per diem rate is significantly below the established (original) per diem rate, the rate will be reduced retroactive to the agreement begin date. Any overpayment must be refunded for all days of care paid at the higher (original) per diem rate. The Contractor shall refund the overpayment within 45 days of receiving notification of the overpayment.

The begin date for the initial 12-month reporting period shall be the date of acceptance of the first referral. The 12-month report shall be due 60 days after the reporting period ends.

II. DHS RESPONSIBILITIES

A. Referrals

- 1. DHS shall be responsible for determination of client eligibility for funding.
- 2. The referring DHS caseworker /PAFC provider shall provide to the Contractor referral material which complies with this Agreement.
- 3. DHS shall not transfer legal responsibility for any child to the Contractor except as provided herein.

B. Referral Packet

At the time of referral, the referring DHS caseworker /PAFC provider responsible for placement shall provide the Contractor with a referral packet, which shall include at a minimum:

- A copy of the commitment order or placement and care order from the court, or appropriate documentation of authorization from the local law enforcement agency.
- A copy of the Foster Care Structured Decision Making Initial Service Plan (DHS-65), Updated Service Plan(s) (DHS-66), and DHS-69 from prior placement(s) if applicable. If any of these documents are incomplete at placement, the completed materials must be forwarded to the Contractor within 10 business days of the child's placement.
- 3. A photocopy of the birth verification, or copy of the request for verification. DHS shall immediately forward a copy of the birth verification upon receipt.
- 4. A photocopy of the Social Security Card or verification provided by DHS identifying the child's Social Security Number.
- 5. A copy of the DHS-221.
- If available, a copy of the Youth Health and Dental Record or other documentation of physical and dental examination(s) within the past 12 months and history, including immunization record.
- 7. A MiHealth card or the Medicaid recipient identification number, if the child is active for Medicaid and the MiHealth card is not available. If is the child is to be enrolled in Medicaid, DHS shall provide a copy of the Medicaid recipient ID number to the Contractor as soon as it is issued.
- 8. An Initial Placement Outline and Information Record (DHS-3307), if required, and other documentation required by DHS policy as specified in the FOM.
- 9. Court studies and reports, when available.
- 10. Educational reports, when available
- 11. Copies of all psychological/psychiatric reports.

Psychological assessments are not to be routinely required for intake decision-making. If the Contractor requests a psychological evaluation and the local DHS office agrees that a psychological evaluation is appropriate, the local DHS office shall arrange and pay for the evaluation within the allowable payment maximum.

If the local DHS office does not agree that an evaluation is necessary, the Contractor is responsible for arranging the evaluation. The costs of the evaluation may be billed to the child's medical insurance provider if the

- service is covered, if not the costs are covered by the per diem reimbursement rate.
- Copy of the Child Protective Services 5-day Placement Packet and Transfer Summary as specified in the FOM. Additional Protective Services reports shall be forwarded when completed.
- 13. Copies of Psychotropic Medication Consent (DHS-1643) for current prescription. (See FOM 802-1). The referring DHS/PAFC caseworker responsible for placement shall coordinate with the attending medical provider to ensure the child has a minimum of a 14-day supply of prescribed medications.

C. Service Planning and Delivery

- 1. DHS shall cooperate with the Contractor in completing the DHS-3600 and developing a service plan for the child and family. DHS shall ensure the Contractor receives the DHS-3600 at the time of the child's admission. In event of an emergency placement, the DHS-3600 shall be completed and signed no later than the first working day following placement.
- 2. When a child is placed in an out-of-county, private, child-caring institution and the DHS caseworker may request monitoring service from the local DHS office where the child is placed. In that event, the DHS caseworker responsible for placement shall ensure that the DHS-3600 clearly states which local DHS office is responsible for ongoing monitoring of the child's care, as well as determining if the DHS caseworker or the Contractor will be responsible for ongoing service to the child's family. In the event of an emergency placement, the DHS caseworker responsible for placement shall ensure that the DHS-3600 is completed and signed no later than the first working day following placement.
- The DHS caseworker/PAFC provider responsible for placement shall have weekly contact (phone, e-mail or face-to-face) with the Contractor to provide status updates regarding achievement of the discharge plan.
- 4. The DHS caseworker/PAFC provider responsible for placement shall review and approve or request modification of the Contractor's initial and updated case plans submitted by the Contractor as required by the FOM.
- The DHS case worker responsible for placement shall provide the Contractor a copy of the Foster Care Payment Authorization (DHS-626-YA) at the time of placement for all State paid placements.

- The DHS caseworker responsible for placement shall assure that the child has a basic wardrobe, as defined and documented by the DHS-3377 upon entering the Contractor's care.
- 7. The DHS worker responsible for placement, except in emergencies or when constrained by a court order or parental demand, shall give at least 30 calendar days notification to the Contractor of any discharge decision made without the Contractor's concurrence.
- 8. In the event that the Contractor provides a written notification of the decision to terminate a child's placement in 15 calendar days, the DHS caseworker/PAFC provider responsible for placement shall:
 - a. Acknowledge receipt of the notification within five business days.
 - b. Provide at least weekly contacts with the Contractor to advise of progress in arranging another placement.
 - c. Arrange transfer of the child from the Contractor's care within 15 calendar days, unless the DHS caseworker/PAFC provider supervising the placement and the Contractor agree in writing on a later date.
- Upon the Contractor's request, the DHS caseworker/PAFC provider responsible for placement shall remove a child who is in danger to themself or others per the conditions specified in Section I. K. 21 (b) of this Agreement, within 24 hours.
- 10. The DHS caseworker/PAFC provider responsible for placement shall visit the child every month, which includes observing the child's daily living and sleeping areas (FOM-722-6). The Contractor shall allow the DHS caseworker/PAFC provider responsible for placement to meet in private with the child during a portion of each monthly visit.
- 11. The Contractor shall allow the assigned DHS caseworker/PAFC provider responsible for placement or another staff designated by the DHS caseworker/PAFC provider responsible for placement to visit the child face-toface upon request, and shall provide a place for them to meet privately, if requested.
- 12. If a DHS caseworker/PAFC provider responsible for placement does not meet the responsibilities outlined in this Agreement, the Contractor shall notify the local DHS office County Director responsible for child welfare case management. If the dispute is not resolved, the Contractor is to contact the DHS Director of Field Operations, located in DHS Central Administration.

D. Payments

DHS shall make payments to the Contractor pursuant to MCL 17.51-17.57 and State of Michigan Financial Management Guide, Part II-Accounting and Financial Reporting, Chapter 25, Section 100, "Prompt Payment for Goods and Services."

For each residential care program type, the Contractor shall be reimbursed according to the rate set for children in that program type as provided below.

1. The per diem rate(s) for services provided under this Agreement shall be

Service Code	Rate	Effective Date
XXX		

 For County Child Care Fund funded children, DHS is not statutorily obligated to make payment to the Contractor. Payment for these children is the statutory responsibility of the County. If payment is not made, DHS shall make reasonable efforts to assist the Contractor to obtain payment.

E. Legal or Court Related

DHS shall involve the Contractor, to the extent allowed by law, in matters relating to any legal or court activities concerning the child while in the Contractor's care. If the Contractor is to be involved in the court proceedings, DHS shall provide the Contractor with written reports for court use upon request, subject to confidentiality requirements imposed by statute.

F. Monitoring

- DHS shall be responsible for performance reviews as outlined in Section III(U)
 of this Agreement.
- 2. DHS shall be responsible for contract compliance audits as outlined in Section III(G) (2) of this Agreement.



Attachment A: Glossary of Acronyms and Forms

ABPN: American Board of Psychiatry and Neurology

AWOLP: Absent Without Legal Permission

BCAL: Bureau of Children and Adult Licensing

BCW: Bureau of Child Welfare

CANS: Child Assessment of Needs and Strengths DCQI: Division of Continuous Quality Improvement

FOM: Foster Care Online Manual

GED: General Education Development IEP: Individualized Education Plan

IETP: Individual Education Program Team
JJOLT: Juvenile Justice Online Technology

LGAL: Legal Guardian ad Litem

MiSACWIS: Statewide Automated Child Welfare Information System MSA: Modified Settlement Agreement and Consent Order

PAFC: Placing Agency Foster Care

DHS-60-Non DHS: Staff Profile Security Agreement

DHS-65: Children's Foster Care Initial Service Plan

DHS-66: Updated Service Plan

DHS-69: Foster Care Juvenile Justice Action Summary

DHS-221: Medical Passport

DHS-365: Residential Initial Treatment Plan
DHS-366: Residential Updated Treatment Plan
DHS-626-YA: Foster Care Payment Authorization
DHS-1643: Psychotropic Medication Consent
DHS-2840: Prescription Information Form

DHS-3307: Initial Placement Outline and Information Record

DHS-3377: Clothing Inventory Checklist DHS-3600: Individual Service Agreement